

Request for Proposal

**PK-12 Education Administration Services
2006-2009**

**Cecil J. Picard
State Superintendent of Education**

05/17/06

State Board of Elementary and Secondary Education

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For further information, contact:

The Louisiana Department of Education (LDE) does not discriminate on the basis of sex in any of the education programs or activities that it operates, including employment and admission related to such programs and activities. The LDE is required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations not to engage in such discrimination. LDE's Title IX Coord. is Patrick Weaver, Deputy Undersecretary, LDE, Exec. Office of the Supt.; PO Box 94064, Baton Rouge, LA 70804-9064; 877-453-2721 or customerservice@la.gov. All inquiries pertaining to LDE's policy prohibiting discrimination based on sex or to the requirements of Title IX and its implementing regulations can be directed to Patrick Weaver or to the USDE, Asst. Sec. for Civil Rights.

Cost Statement goes here.

TABLE OF CONTENTS

1.0.	GENERAL INFORMATION
1.1	Purpose
1.2	Background
1.3	Scope of Services
2.0	ADMINISTRATIVE INFORMATION
2.1	Expected Time Period for Contract
2.2	RFP Coordinator
2.3	Proposer Inquiries
2.4	Pre-proposal Conference
2.5	Calendar of Events
2.6	Definitions
3.0	PROPOSAL INFORMATION
3.1	Proposal Response Location
3.2	Minimum Qualifications of Proposer
3.3	Determination of Responsibility
3.4	RFP Addenda
3.5	Waiver of Administrative Informalities
3.6	Proposal Rejection
3.7	Withdrawal and Re-submission of Proposal
3.8	Subcontracting Information
3.9	Ownership of Proposal
3.10	Proprietary Information
3.11	Cost of Preparing Proposals
3.12	Errors and Omissions in Proposal
3.13	Contract Award and Execution
3.14	Code of Ethics
4.0	RESPONSE INSTRUCTIONS
4.1	Proposal Submission
4.2	Proposal Format
4.3	Cover Letter
4.4	Certification Statement
5.0	EVALUATION AND SELECTION
5.1	Evaluation Team
5.2	Administrative and Mandatory Screening
5.3	Evaluation and Review
5.4	Announcement of Contractor
6.0	CONTRACTOR REQUIREMENTS
6.1	Corporation Requirements
6.2	Billing and Payment
Attachment I	Scope of Services
Attachment II	Proposal Information
Attachment III	Certification Statement
Attachment IV	State of Louisiana Department of Education Contract
Attachment V	Cost Pricing Sheet

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Education (herein referred to as the State) for the purpose of obtaining competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing a turnkey PK-12 Education Administration Application and Data Repository. The PK-12 Education Administration Application and data repository will be used by the Recovery School District with an option to allow use by other PK-12 school entities including charter schools, lab schools, private schools, and other local eligible entities. The PK-12 Education Administration Application and Data Repository shall include the software to run on the Recovery School District's server, an off-site data backup repository at the contractor's site, a disaster recovery plan, and help desk support functions necessary to provide effective and efficient administration of schools by the sponsoring organizations.

1.2 Background

In the first special legislative session that followed Hurricane Katrina, the Louisiana Legislature passed new legislation giving the Louisiana Department of Education, through its Recovery School District, authority to direct the reconstruction and reopening of those schools in Orleans Parish that are defined under the law as academically failing schools. At present, there are more than one hundred schools in Orleans Parish that have been transferred by operation of law to the jurisdiction of the Recovery School District. Sixteen schools remain under the jurisdiction of the Orleans Parish School Board.

The current Recovery School District (RSD) administration has begun the process of planning and re-opening schools under its jurisdiction. In order to fully manage the day-to-day affairs and business operations of these schools, the RSD administration, through the State, is seeking vendors to supply necessary services to assist them in opening the doors of their schools to students in August 2006. In addition, the RSD administration would like for this proposal to provide other schools and systems from around the state the option of purchasing and utilizing the services of the winning vendor selected via this RFP.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2006 and to continue through June 30, 2007 with the option of four one year renewals. In addition, any contract resulting from this RFP will require the contractor to complete the installation, testing, data conversion, system setup and begin user/administration training prior to RSD school openings tentatively scheduled for August 15, 2006.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

Ms. Patti Wallace, Director of Procurement and Contracts
Louisiana Department of Education
Office of Management and Finance
P.O. Box 94064
Baton Rouge, Louisiana 70804-9064
FAX: (225) 342-1385
Telephone: (225) 219-7573
Email address: Patti.Wallace@la.gov

This RFP is available in electronic form at <http://wwwsrch2.doe.state.la.us/osp/lapac/pubmain.asp> and <http://www.doe.state.la.us/ide/funding/home.html> in either PDF or MS Word 2003 format or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-342-9484 by 4:00 p.m. CST on the date specified in the Schedule of Activities. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted according to the calendar of events schedule at <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp> and <http://www.doe.state.la.us/lde/funding/home.html>

Only Patti J. Wallace has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at the Claiborne Building, 1-153 Iowa Room from 9:00 AM – 11:00 AM on May 30, 2006. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

2.5 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	May 18, 2006
Pre-proposal Conference (if applicable)	May 30, 2006
Deadline for receiving proposer inquiries	June 5, 2006
Issue responses to proposer inquiries	June 9, 2006
Proposal submission deadline	June 23, 2006
Announce Award of "Successful Proposer"	June 27, 2006
Contract execution	July 1, 2006

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.6 Definitions

- A. Will – The term “will” denotes mandatory requirements.
- B. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).
- C. Must - The terms “must” denotes mandatory requirements.
- D. May - The term “may” denotes an advisory or permissible action.
- E. Should – the term “should” denotes desirable
- F. Contractor – Any person having a contract with a governmental body.
- G. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- H. State- The State of Louisiana.

- I. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

3.2 *Minimum Qualifications of Proposer*

Proposers of this RFP should meet the following minimum qualifications:

- The proposer and its staff have background in PK-12 Education Administration Application and data repository collection.
- The proposer and its staff have educational background in software programs and online web portals with proven experience in design and development of online and pc-based educational software and systems.
- Design and customization of data management software, specific to the needs of the State.
- Market research and planning.
- Development and implementation of software capable of producing reports and data exports aligned to federal and state reporting requirements.
- Technical assistance and support for state and RSD education program staff.
- Development and implementation of software capable of importing and utilizing data from third-party software as well as all historical data of the State.
- The proposer and its staff should have prior experience in working on projects similar in size, scope, technical requirements, and function to the proposed contract.
- The proposer and its staff should be able to customize and implement their application within the timeframes specified by this RFP.

3.3 *Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 *RFP Addenda*

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 *Waiver of Administrative Informalities*

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 *Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.7 *Withdrawal and Re-submission of Proposal*

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 *Subcontracting Information*

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

3.9 *Ownership of Proposal*

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

3.10 *Proprietary Information*

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 *Cost of Preparing Proposals*

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.12 *Errors and Omissions in Proposal*

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 *Contract Award and Execution*

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment V. In no event shall a Proposer submit its own standard contract terms and conditions as a

response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten (10) business days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Proposals must be received on or before (4 p.m.) Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Department of Education
Purchasing and Contracts
ATTN: Patti Wallace
Claiborne Building, 1201 North Third St., Room 5-242
P.O. Box 94064
Baton Rouge, LA 70804-9064

For courier delivery, the street address is 1201 N. Third Street, Room 5-242 and the telephone number is (225) 342-3828. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

4.2 Proposal Format

The proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

The proposer shall submit one original, and should submit four copies of the proposal to the RFP Coordinator at the address specified. At least 1 copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

4.3 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state.

5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 Evaluation and Review

Proposals that pass the mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

Proposals will be evaluated based upon cost, functional and technical requirements, the organization background and experience, implementation plan, conversion plan, support options, and training.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
1. Cost	25
2. Functional and Technical Requirements	30
3. Organization and Experience	25
4. Implementation / Conversion Plan	10
5. Support and Training	10
Total Score	100

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where:

CS	=	Computed cost score for Proposer
LPC	=	Lowest proposed cost of all Proposers
PC	=	Proposer's cost

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Billing and Payment

The proposed cost must include any and all costs the proposer wishes to have included in the contractual arrangement with the State.

The proposer must use the cost pricing sheet (Attachment V) to submit pricing for their proposal.

The contractor will submit an invoice to the State, which are supported by time sheets and current written status reports, describing the work completed and current status of work in progress on the required professional billing form.

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

The Louisiana Department of Education seeks a largely “off-the-shelf” web-based or pc-based data/record entry system to assist in collecting student data to be used by the Recovery School District with an option to allow use by other PK-12 school entities including charter schools, lab schools, private schools, and other local eligible entities. The PK-12 Education Administration Application and Data Repository shall include the software to run on the Recovery School District’s server, an off-site data backup repository at the contractor’s site, disaster recovery, and help desk support functions necessary to provide effective and efficient administration of schools by the sponsoring organizations. The application must provide for customization of data in order to meet local, state and federal reporting and data warehousing requirements.

In addition, proposers should have the capacity and ability to complete any customizations, installation, and basic training in order to meet the department’s goal of having this system functional prior to the opening of school and within 30 calendar days of the contract execution date.

2. Tasks and Services

The Contractor will work with designated DOE and/or RSD staff to develop and customize a PK-12 Education Administration Application for use at school and/or district’s site as well as institute a backup data repository at the contractor’s site. The contractor will provide ongoing technical assistance in the implementation and utilization of the program at the state and local level. The contractor will provide updates and additional customizations as required by local, state and federal reporting guidelines.

3. Deliverables

The data collection program will meet the following requirements:

- Relational database allowing for disaggregating of data by instructional site, classroom, etc. and the identification of individual students by goal or specific data criteria
- Production of required federal, state and local reports
- Compliance with National Reporting System (NRS) for Education
- Data Requirements include all NRS choices and:
 - Registration
 - Student Profiles
 - Student Checklist
 - Employment Tracking
 - Testing
 - Classifications
 - Attendance
 - Goals/Outcomes
 - Referrals
 - Assessments
 - Case Management/Comments
 - Program Tracking
 - Site and Class Schedules
 - Staff Rosters, Training, Degrees, Certifications, Professional Development
- Customization of state, federal and local reports with the option to save and re-use customized reports

- Extensive search filters and display options including export formats
- Capability to conduct analyses for local program evaluation including automatic updates
- Common data element reporting appropriate for all programs (i.e. attendance, level growth, professional development)
- Maintenance and technical assistance for state and local entities
- Unlimited on-line customer support
- Unlimited secondary level phone support assistance including break-fix and question and answer
- Interagency data match capability
- Exporting data files in different formats
- Capability of uploading data including multiple years of data
- Capable of integrating third-party software and data
- Data security for different levels of administration
- User level security and permissions management
- Group level security and permissions management
- Security screens for invalid data entry information
- Allowance for scanning of student entry forms
- User customized student, course, and staff data entry forms
- Accessibility in navigational tools such as attendance, age, entry level, current level, GLE tracking and measurement, etc.
- Diagnostic tools for data variances
- Limitation of assessment choices to state approved list with ability to add diagnostic tests or assessments
- Automatic entry of grade level and Education Functioning Level upon entry of assessment scale scores
- Numerous user defined data fields integrated with report options including but not limited to:
 - Rosters
 - Labels
 - Merge letters and forms
 - Program analysis
 - Student demographics
 - Funding
 - Testing results
 - Pre-test and post-test growth
 - User development query and report building

4. Functional Requirements

1. The Contractor shall provide the following mandatory Integrated Application Requirements:

- 1.1. Centralized (Role-Based) Software Security
 - 1.1.1. Allows administrative control for defining system users authority level by group or individual user
- 1.2. Network Access Security
 - 1.2.1. Provide VPN, SSL, or other encrypted protocol to secure data transmissions.
- 1.3. Data Exports
 - 1.3.1. Structure must support LA state Reporting and submission requirements for LA DOE State Reporting of PEP, SIS, LEADS, STS, and SER (see LA DOE's website for data structure/layout)
 - 1.3.2. Required export formats: ASCII, MS Excel, XML
- 1.4. Third Party Integration
 - 1.4.1. The application must be capable of integrating third party applications or services for lunch, library, and transportation services.
- 1.5. Data Imports
 - 1.5.1. Import function to utilize LDOE state standard test reporting data including IOWA, LEAP I-LEAP, attendance, and dropout.
 - 1.5.2. Import of student information and history for "new" or re-enrollment students
- 1.6. Classroom Management Module
 - 1.6.1. Allows for web-based or pc-based data/record entry
 - 1.6.2. Grade Book Management
 - 1.6.2.1. Records and manages grades for assignments
 - 1.6.2.2. Multiple views and reports on student grades

- 1.6.2.3. Creating, editing and deleting assignments
- 1.6.2.4. Matching assignments to LA state approved GLEs and comprehensive curriculum
- 1.6.2.5. Record, review and delete notes assigned to students and their associated scores
- 1.6.2.6. Student progress reports
- 1.6.2.7. Ability for Teachers to send communications to parent(s)/guardian(s) regarding student progress, assignments, tests, etc... via e-mail or phone
- 1.6.2.8. Allow for multiple grade weight mechanisms and multiple learning/assessment types (e.g. tests, portfolios, quizzes, homework assignments, etc.)
- 1.6.3. Utilizes the Grading, Student Information, Communication, Lesson Planner, Attendance, and Homework Assignment, Reporting modules.
- 1.6.4. Substitute Information Screen
 - 1.6.4.1. Picture and students data
 - 1.6.4.2. Student seating charts
- 1.7. Communications Module
 - 1.7.1. School-to- Home: Parental/Guardian Contact and Information Dissemination
 - 1.7.1.1. Automated contact for disseminating attendance, discipline, grades, homework and, progress reports of students
 - 1.7.1.2. Flexible delivery options to include e-mail, printed letter, and text to voice communications for transmission to parent/guardian via preferred contact method (phone, mail, e-mail, PDA or cell phone)
 - 1.7.2. Correspondence database for school and district standard correspondence (letters, e-mails, etc...)
- 1.8. Business Management
 - 1.8.1. Custom query and report generator
 - 1.8.1.1. Allow user to easily define custom demographic tracking screens
 - 1.8.1.2. Allow user to easily define and disseminate custom reports across various software components or modules
 - 1.8.2. PDA based Student Information System for educators on the move
- 1.9. Student Information System
 - 1.9.1. Student demographics & Family Management
 - 1.9.1.1. Manage student demographic data
 - 1.9.1.2. Manage all contact information including multiple addresses, phone numbers, and email addresses.
 - 1.9.1.3. Interact with Parish/Legal Informational Access System for reporting required legal information as set forth by the LA court system
 - 1.9.2. Registration and Enrollment
 - 1.9.2.1. Differentiate between enrolled and active students
 - 1.9.2.2. Allow multiple school sites to enroll a student but only allow one school site to assign a student to active status
 - 1.9.3. Attendance
 - 1.9.3.1. Track student attendance and truancy
 - 1.9.3.2. Track student tardiness
 - 1.9.3.3. Generate reports and/or automated notices for excessive absentee, excessive tardiness, and possible failure
 - 1.9.3.4. Generate truancy information to interact with Parish/Legal Informational Access System
 - 1.9.3.5. Flexible options for entering and submitting attendance: by class roster, by student; by office or by school roster
 - 1.9.3.6. Flexible option of submitting attendance reporting on the school or district level
 - 1.9.3.7. Ability to create custom attendance criteria for tracking and reporting
 - 1.9.4. Discipline
 - 1.9.4.1. Tracking and recording of disciplinary actions
 - 1.9.4.2. At-risk early detection
 - 1.9.4.2.1. Customize reporting across application modules to combine searches of specific student data (such as attendance, demographics, etc..) in order to identify possible issues and to better identify potential patterns
 - 1.9.4.3. Sped Warning
 - 1.9.4.4. NCLB based Positive Behavior Integration
 - 1.9.4.4.1. Provides graphs and data to meet LA. Reporting requirements
 - 1.9.5. Health Management
 - 1.9.5.1. Health/Nursing System integrated with Medicaid and special education.

- 1.9.5.2. Ability to define district/school health program policies
 - 1.9.5.3. Track and manage student immunization schedules
 - 1.9.5.4. Customized alerts when a health requirement needs addressing
- 1.9.6. Student progress and proficiencies tracking
 - 1.9.6.1. Store student testing and proficiency data
 - 1.9.6.2. Store student grading and performance data
 - 1.9.6.3. GLE tracking and measurement for skill mastery
- 1.9.7. Reporting and Analysis
 - 1.9.7.1. Generate custom reports to analyze student data and history including but not limited to performance, grades, attendance, discipline, health, counseling, family demographics, etc...
 - 1.9.7.2. Aggregation of student performance, GLE, skill mastery and testing data
- 1.9.8. Special Education
 - 1.9.8.1. Vocational Class cluster/path scheduling based upon Louisiana Reporting requirements.
 - 1.9.8.2. XML export of SER data for instant reporting to LDOE
 - 1.9.8.2.1. SBLC Principal preventative concepts systems for parents interface.
 - 1.9.8.2.2. SBLC GLE/UNIT for tracking & comparing GLE levels as grades are given.
- 1.10. Guidance Counselor Module
 - 1.10.1. Counseling system with interdiction accumulation.
- 1.11. Grade/Transcript System
 - 1.11.1. Flexible calculations for determining current year GPAs (such as Simple grade average, adjusted simple grade average, weighted grade average or weighted grade average)
 - 1.11.2. Flexible Grading Table Setup (such as letter grade, numeric grade, etc...)
 - 1.11.3. Flexible Grading Period Setup
 - 1.11.4. Ability to define and calculate class rank
 - 1.11.5. Customizable report card and transcript setup
 - 1.11.6. Grading and transcripts applications with STS reporting.
 - 1.11.7. Web-based transcripts export utilizing XML for submission to state DOE.
 - 1.11.8. Parent web Assignments, Grades, Discipline, Transcripts, progress & requests.
 - 1.11.9. Customizable tracking and calculations for graduation index determination and cohort tracking
 - 1.11.10. Additional definition fields for graduation endorsements
- 1.12. Parish/Legal System Informational Access System
 - 1.12.1. Provide a secure web-based system for Legal and Court personnel to get information on current cases.
 - 1.12.2. Provide truancy monitoring.
- 1.13. Scheduling System
 - 1.13.1. Scheduling 4x4, 2x8, block and self-contained methods.
 - 1.13.2. Allow for multiple scheduling methods within a single school location.
 - 1.13.3. Scheduling five years with end of term and end of year request adjustments.
 - 1.13.4. Scheduling path review for student 5 year course.
 - 1.13.5. Creation of on-demand scheduling for "walk-in" students
 - 1.13.6. Auto-generation of student schedules based upon district or school defined criteria such as course priority and student request.
- 1.14. School-Level Financial Management
 - 1.14.1. General Ledger
 - 1.14.1.1. LAUGH compatible structure
 - 1.14.2. Accounts Payable
 - 1.14.3. Accounts Receivable
 - 1.14.4. Budgeting
 - 1.14.5. Funds management by site
 - 1.14.6. Grants
 - 1.14.7. Purchase Orders
 - 1.14.8. Requisitions
 - 1.14.9. Payroll
 - 1.14.9.1. Structure must be compatible with LDOE PEP reporting standards for data submission
 - 1.14.9.2. Payroll export to LDOE PEP reporting system
- 1.15. Personnel
 - 1.15.1. Employee and Substitute attendance with payroll interface.
 - 1.15.2. Integrated Human Resource System With CLU and HQ tracking.
- 1.16. Parent/Guardian Web-Access Portal

- 1.16.1. Access provided through a secure site via a web browser
- 1.16.2. Student Information Access
- 1.16.3. Scheduling System Access
 - 1.16.3.1. Scheduling path review for student 5 year course
 - 1.16.3.2. Course requests submission screen
- 1.16.4. Attendance Information
- 1.16.5. Grade, Report Card and Transcript Information
- 1.16.6. Homework Information

2. Design Considerations:

- 2.1. Database Design –
 - 2.1.1. The application should utilize a relational data warehousing approach (i.e. no redundancy of data)
 - 2.1.2. Preferably architected on an Open Source Platform or within a Microsoft Network Environment
- 2.2. Server/Client Architecture–
 - 2.2.1. Preferably architected on an Open Source Platform
 - 2.2.2. Must be compatible with a Microsoft Network Environment
 - 2.2.3. Client software must run on either a MS Windows 2000 and XP client-workstation or through a secure site via a web-browser
- 2.3. Integration –
 - 2.3.1. The application should support the one source design concept; i.e. the application must be a single integrated package and not a suite of multiple applications.
- 2.4. Instructional –
 - 2.4.1. The application should contain a built-in/online instruction manual/help center that is updated with new software releases.
- 2.5. New Releases and Updates –
 - 2.5.1. New releases and upgrades should be automated to “push down” changes to client workstations allowing for options such as variable time.
- 2.6. Security –
 - 2.6.1. The security package must allow administrative control for defining system users’ authority level and access by group or individual user.
- 2.7. Data Backup and Mirroring
 - 2.7.1. Data transmission from school-sites to the district level data warehouse should be run at the defined district intervals without user intervention.
 - 2.7.2. The district data warehouse must be mirrored to a data warehouse at the contractor’s site for disaster recovery and backup purposes.
- 2.8. Ease of Use / Productivity Considerations –
 - 2.8.1. Product Help/Assistance –
 - 2.8.1.1. Design should include internal and/or online help files. The design should not require a user to “close” or exit from the application in order to access the help tutorials. The user should be able to get help and immediately return to the screen he/she was utilizing at the point they needed assistance.
 - 2.8.2. Design should include custom Louisiana State data submission requirements for transcripts, discipline referrals, MFP count controls, special education, etc.
 - 2.8.3. A user should be able access the student information from any point in an application, obtain data and return to the point of access.
 - 2.8.4. The application should allow users to save custom reports, data queries, data imports, or data exports so they can re-access or utilize these requests again without having to re-create them.
 - 2.8.5. Screen previews of lists or reports should be provided before executing a print or export request.
 - 2.8.6. When necessary, reports should have hyperlinked detailed sub-reports for drill-down viewing and printing.

3. Special Education application Components:

- 3.1. This application shall serve as the SER interface for all required state reporting; therefore, the application must be capable of importing and exporting data using LDOE’s standardized record formats, code list, and reporting formats.

- 3.2. The application must be capable of utilizing the XML instant updating format to transmit and interface state reporting applications.
- 3.3. Special education data shall be integrated within the application in order to allow queries, reports and analysis across modules such as but not limited to discipline and student information.
- 3.4. This application must contain the following reporting components.
 - 3.4.1.1. Parental data
 - 3.4.1.2. Address data
 - 3.4.1.3. Referral information
 - 3.4.1.4. Evaluation information
 - 3.4.1.5. IEP data
 - 3.4.1.6. Support services tracking
 - 3.4.1.7. ESY services and transmissions
 - 3.4.1.8. Daily work register tracking projects in intervals with late warnings.
 - 3.4.1.9. Comprehensive reporting package for state, federal, and local reporting.
 - 3.4.1.10. SER XML transmission for any changes.
 - 3.4.1.11. 504 Tracking

4. Steering Board Level Committee(SBLC) Application Components:

- 4.1. This application must provide real-time information for the building management team or steering committee through providing the following services:
 - 4.1.1. Recording new SBLC referrals.
 - 4.1.2. Recording referral meeting results.
 - 4.1.3. Referral history review.
- 4.2. Be integrated within the application structure and have access to create, link and edit data in related modules such as discipline.
- 4.3. The application shall provide a master screen where a total profile on a student can be accessed. This window must provide real-time information for site management users in situations such as walk-in parents, planned parent meetings, or board member calls.
- 4.4. The application must provide a screen which displays all current and historical SBLC data for a student by SBLC data categories. The data shall be displayed showing the newest year and transaction first continuing through the following years to provide a total profile in the data category requested.
- 4.5. The following is a list of application modules/features that shall be accessed on the SBLC master screen.
 - 4.5.1. Discipline
 - 4.5.2. Grade conduct reported by teachers in the grading system.
 - 4.5.3. Attendance including excuse reasons.
 - 4.5.4. Grades and transcripts.
 - 4.5.5. Fail history, previous SBLC decisions and enrollment history.
 - 4.5.6. Current schedules.
 - 4.5.7. Clubs, sports, and programs.
 - 4.5.8. Test results.
 - 4.5.9. Student's SBLC history.
 - 4.5.10. Special education results.
 - 4.5.11. 504 tracking

5. Louisiana Department of Education Interface Requirements:

- 5.1. Data Audits
 - 5.1.1. Data must be audited at 'entry point' to assure that data entering the system follows the Louisiana DOE guidelines.
 - 5.1.2. 'Daily audits' must run against all enterprise data sources by school site. Secretaries must be notified of any errors found needing correction. These audits must run without operator intervention and can be set to run at intervals agreeable to management.
 - 5.1.3. District office personnel shall be able to run audits against consolidated district level data on demand.
 - 5.1.4. The application must provide control reports from all application sources and SIS001 files to assure transmission integrity.
- 5.2. Third Party Software Integration & Data

- 5.2.1. The application must be able to extract codes and data from third party applications (see Item 1.4 above) to merge with the application's data (such as SIS, LEADS) prior to exporting data for submissions to LDOE.
- 5.3. Help Desk & Application Support
 - 5.3.1. Contractor must have phone, email, and/or online support available during business hours for application users, district application support personnel and LDOE staff.
 - 5.3.2. Support must include user level application support, administrative setup support, programming request/change support, data transmission support and application installation and maintenance support.

6. **SIS/LEADS considerations:**

- 6.1. The application must have a SIS/LEADS screen.
- 6.2. The application must provide for security on the SIS/LEADS data access.
- 6.3. The application must have an export for student transcript transmission
- 6.4. The application must have the following capabilities to interact with LDOE's reporting site (Sponsor Site).
 - 6.4.1. The application must include an Add/Change window.
 - 6.4.2. The application must include SPS transmission to DOE window.
 - 6.4.3. The data fields and/or stored information must match and satisfy all LDOE requirements and be the single source data repository for information transmitted to LDOE. Separate files or data iterations or external applications to drive DOE requirements and submissions are not acceptable.
 - 6.4.4. Additional variables describing total site factors (as defined by LDOE's data submission) must be contained within the application data warehouse, allowing one location for all sponsor site variables. i.e.: Grading scales, grading periods, pupil progression plan guidelines for grade calculation and transcript variables.
- 6.5. Calendar (SPC).
 - 6.5.1. The application must include an Add/Change window.
 - 6.5.2. The application must include a Calendar (SPC) transmission to DOE window.
 - 6.5.3. The Calendar (SPC) file must satisfy all LDOE data element requirements. The Calendar (SPC) must be integrated into the software package.
 - 6.5.4. Audits must be built into the application to provide auditing of the Calendar (SPC) functions such as Calendar (SPC) grades against the sponsor site grades.
 - 6.5.5. The Calendar (SPC) file shall contain all data necessary to calculate a schools daily instruction minutes and shall contain instruction minute planning modules.
- 6.6. The application must include a CUR file creation and DOE transmission window.
- 6.7. The application must include a SIS creation and transmission window.
- 6.8. The application must include an Audit capability for all integrated data.
- 6.9. The application must include a SIS 110 file creation and DOE transmission window.
- 6.10. The application must include a PEP210 file creation for third party vendor payroll or DOE payroll transmission.
- 6.11. Instructional minute planning
 - 6.11.1. The application shall include a Calendar (SPC) file only
 - 6.11.2. The application shall include a Master schedule matched to 'CUR' and '210' records only

7. **Service level considerations:**

- 7.1. 800 application helpdesk support Monday through Friday.
- 7.2. Available hardware support
- 7.3. District office SIS/LEADS training and support
- 7.4. School administrations and support personnel training and support
- 7.5. Track and implement new LA DOE requirements for SIS/LEADS into the application in a timely fashion (preferably within a two week timeframe)
- 7.6. Exports, reports, utilities, software updates, and mandated LA DOE data reporting & storage requirement changes must be covered under maintenance
- 7.7. Provide conversion software, support and verification services for importing historical files into the application

8. **Teacher level considerations include master grade book, attendance, discipline, and parent communications.**
 - 8.1. Discipline:
 - 8.1.1. The application should allow a teacher may initialize a referral or check a status of a referral
 - 8.1.2. The application should generate the “Unsafe School Report” per 741 guidelines
 - 8.2. Communications:
 - 8.2.1.1. The application should allow teachers to send customized meeting requests, conduct messages, and academic messages to parents
 - 8.3. Grades Application:
 - 8.3.1. Grade Book
 - 8.3.1.1. The application should allow teachers to use a detail assignment grade book to track assignments, produce progress reports, post conduct, and average grades for each grading period
 - 8.3.1.1.1. Built-in pupil plan to automatically calculate grades based on district policy
 - 8.3.1.1.2. Grade book should load the State suggested comprehensive curriculum and Grade Level Expectations (GLEs) for automatic use
 - 8.3.2. The application should provide an interface and transmission screen to satisfy transcript reporting requirements
 - 8.3.3. Grade Calculations
 - 8.3.3.1. The application should provide for automatic semester final and final grade calculation based upon the district pupil progression policy
 - 8.3.3.2. The final and semester final automatic grade calculations should be calculated during the posting processing so that the teachers can review as detail is entered.
 - 8.3.3.3. The application should include current year and four year GPA calculations using numeric, alpha, and honors algorithms.
 - 8.3.3.4. GPA calculations should use the pupil progression plan rules.
 - 8.3.3.5. The application should allow the user should to choose the calculation algorithm of choice and each algorithm’s results should be available for tie-breaker reviews or other circumstances
 - 8.3.3.6. This application should provide a student ranking system based upon GPA
 - 8.3.4. Pupil Progression Policy
 - 8.3.4.1. The application should allow for changes to the pupil progression policy as set forth by the district while accurately retaining historical data under prior pupil progression policies.
 - 8.3.5. Transcripts
 - 8.3.5.1. The application’s transcript component/module should contain two print formats.
 - 8.3.5.1.1. An official LDOE format and
 - 8.3.5.1.2. A working format where maintenance, insertion of grades earned in other districts/ states can be inserted and instant status reviews can be made including current grades, ranking, credits earned, GPA, etc... The design of this module should require that it can be executed in a separate application window for user productivity and usability. For example, while making a scheduling change for a student, a counselor should be able to instantly review a transcript then continue scheduling.
 - 8.3.6. Assignments
 - 8.3.6.1. The application should allow for detail assignment tracking system with progress reporting by the teacher. This module should contain teacher class statistics, final class period grade calculation by student and real-time student progress reporting.
 - 8.3.7. Grading
 - 8.3.7.1. The application should create teacher grade sheets in grade book format for use as backup to the application grade book.
 - 8.3.7.2. The application should allow teachers to post grades on an individual basis and allow for batch processing from one location.
 - 8.3.7.3. This application should contain allow for grading audits such as incomplete grades not resolved, missing teacher grades, etc...
 - 8.3.7.4. The application should allow teachers to post grades via desktop workstation or via a secure website.
 - 8.3.8. Report cards
 - 8.3.8.1. This program should contain printing options for Principals comments, teachers positive/ negative and academic comments, detail attendance with excuse needed data, detail discipline

data, failure comments, grading scales, etc. The options should be structured where the client can select the options desired.

8.3.8.2. The report card should have an option where a progress report can be printed.

8.3.9. Student Failure Monitoring

8.3.9.1. The application should contain a comprehensive possible failure student monitoring module.

8.3.9.2. This student failure monitoring module should allow a counselor to monitor possible failures by school, grade span, date span, grade type(f), quantity of grade types, transcript group (English), grade category (exam, final, period), course, homeroom, etc.

8.4. Attendance Application:

8.4.1. The application should provide multiple roll choices. (Total roster, homeroom, and classroom).

8.4.2. The application should provide an automatic alert for checking students out

8.4.3. The application should reflect previous class transactions for skip posting

8.4.4. The application should provide instant roll updates for dropped students and new students posted by the school office

8.4.5. The application should provide for posting and review of excuse information.

8.4.6. The application should provide for posting and review of tardy data

8.4.7. The application should provide a window for instant student statistics on demographics, yearly attendance, discipline, grades within one screen

8.4.8. The attendance application should allow a teacher to input individual records and allow for batch uploads of attendance for the entire site.

8.4.9. This application should contain the following modules.

8.4.9.1. Posting attendance should provide a class roster, homeroom roster or site roster option. The roster shall reflect any previous check in or check in data by each student for skip control and other uses. Roster choices should be by current grading period schedules. Roll back to previous schedules and dates should be provided.

8.4.9.2. The posting screen should provide first period absentees postings, check outs other than first period, checking in during the day, tardy to class and excuse postings.

8.4.9.3. Automatic or by choice admit slip printing and excuse printing should be provided. Automated warning systems should be provided for situations such as medical, allergies and parties not allowed to check a student out.

8.4.9.4. The posting screen should be designed as a secretary's workstation. If the secretary is in the middle of posting and a report is needed, a student location is needed, emergency data is needed, tardy history, attendance history, grades, discipline, transcript or schedules then this data should be acquired and a return to the posting exit point should be seamless and without multiple menu involvement.

8.4.9.5. Daily lists of students absent, daily absence letters based on district policy, daily tardy lists, tardy letters, excessive absence and tardy limits monitoring.

8.4.9.6. Other reporting needs are end of day absence notes, OSS suspension absence record generation, by class period absence and letters, perfect attendance reporting, late arrival and early departure reporting, attendance transmission, excuse lists, etc.

5. Technical Requirements

The contractor must describe all technical requirements for their solution. This will include any server, software or other licensing required for their solution to function properly. It is required that the solution provided work within a Microsoft network environment and that any client software run on Microsoft Windows 2000 and Windows XP.

6. Project Requirements

DOE's vision for the PK-12 Education Administration Application and Data Repository System includes the following phases and components:

Functional Specification Phase

The contractor will conduct a detailed analysis resulting in a functional specification document based on needs requirements, design a detailed data model, and provide a basis from which to begin detailed system design and development. Procedures for handling change requests and managing scope deviation will also be developed during this phase.

Design and Development Phase

The contractor will concentrate on designing and developing the components necessary to implement of the PK-12 Education Administration Application and Data Repository System Deliverables for this phase include a working data model, screen prototypes, documented code, report layouts, and test scripts for all modules.

Training Phase

The contractor will develop and conduct a technical training program for DOE staff and district users. Deliverables for this phase include training materials such as user manuals and PowerPoint presentations.

Implementation Phase

The contractor will specify a date for plan implementation of the PK-12 Education Administration Application and Data Repository System so that it will be fully operational within 30 days of the contract execution date. For the software to be considered operational, the software must allow users to input their site data on-line and view fixed and ad-hoc reports. Automated procedures must be in place to import data from the external sources, and users will have a full range of both on-line and printed reports to assist them in their work.

Evaluation and Maintenance Phase

All software provided through this RFP must include 8x5 telephone support for a period of one year after implementation. The first year period shall begin after final acceptance of the software product is given by the State.

The contractor shall be responsible for support of all customized code acquired through this procurement. The contractor shall furnish or cause to furnish 8x5 telephone support as is also required for all off-the-shelf software. In addition, the contractor shall also have the capability of remotely logging into the system to diagnose the trouble. If a critical problem with customized software cannot be identified through remote troubleshooting methods within twelve hours the contractor shall dispatch a qualified software technician for on-site support. A technician shall be on-site working on the problem within twenty-four hours of being dispatched. Critical problems must have a response time of no more than twenty-four hours after being dispatched.

“Help Desk” Phase

The contractor will develop and host a “Help Desk” function beginning during the implementation phase and extending to the end of the project to assist users to solve problems either of a programmatic or technical nature. There will be a dedicated telephone line and 800 number that will need to be manned during the normal (8 X 5) work hours of the agency. Moreover, the contractor will develop and implement a tracking system that will maintain the frequency and types of problems or complaints received from users, and generate reports that can be used to determine if continuous improvement efforts are successful over time.

Documentation Requirements

The following instructions/manuals are required for the P-12 Education Data Management System:

- DOE PK-12 Education Administration Application and Data Repository System Staff User Manual
- Data Entry Instructions
- Printed Help Screens
- Samples of Report Options
- Importing/Exporting Data Instructions
- LDE Technical Staff Manual
- Installation Guides, etc. provided from purchased products
- Messages and Codes
- System Reference Guide (Flow charts)
- Program Specifications
- Data model
- Additionally, all systems will need to include online help for users.

ATTACHMENT II

PROPOSAL INFORMATION

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Functional and Technical Requirements

The state will review the proposal to determine if the proposal meets all of the application functionality requested and the technical specifications stated. The proposer should provide all documentation necessary to easily determine technical specifications, requirements and feature sets.

3. Organization and Experience

The state will consider the proposer's experience in implementing, supporting, and developing applications similar to the application sought through this RFP. The state will also consider a proposer's experience in Louisiana and serving Louisiana schools, the proposer's overall technical and support staff, and the proposer's experience with integrating third party software. The proposer should supply references which can support or demonstrate their ability to meet the requirements of this RFP.

4. Implementation / Conversion Plan

The proposer should clearly state how they plan to implement their proposal and provide a conversion plan. The state will strongly consider plans which can be fully implemented within the timeline specified in the RFP and which provides for a full conversion of all current, third party or other data which is required for local, state and federal purposes. The data conversion will consist of converting the data from three (3) currently open RSD schools currently using SASI, data from open New Orleans Parish Schools currently using SASI, data from the Department of Education and data from the Division of Administration ISIS system.

The initial implementation will be for approximately 22 schools and the RSD school district.

5. Support and Training

The state will be considering the level of support and training to be provided by the proposer to the state, district and school staff. The proposer should clearly state levels of support, hours of support, types of support, levels of training, types of training, hours of training and any other specifics that would assist in demonstrating their ability to provide the level of support and training needed to implement this RFP.

6. Cost Information

1. Provide the total cost (inclusive of travel and all project and technical implementation expenses).
2. For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.
3. If a subcontractor will be used, clearly identify any subcontractor arrangements.
4. The proposer must use the cost pricing sheet (attachment V) for submitting all costs.

7. Administrative Information

1. Provide a completed Certification Statement as shown in Attachment III, Part B.

ATTACHMENT III

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least 90 days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT IV

STATE OF LOUISIANA DEPARTMENT OF EDUCATION CONTRACT

BE IT KNOWN, the Department of Education, Office of _____ of the State of Louisiana (hereinafter sometimes referred to as "State") and _____ (*Contractor's name and legal address, including Zipcode*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract with funds provided by the program entitled _____, under the following terms and conditions. If federal program(s), provide Catalog of Federal Domestic Assistance Number(s) _____.

1. SCOPE OF SERVICES

Contractor hereby agrees to furnish the following services: (*If the Scope of Services is lengthier than will fit here, it may be attached separately.*)

- a. Specific goals and objectives:*
- b. Deliverables:*
- c. Performance Measures: (that are quantifiable and time-bound)*
- d. Monitoring Plan: (for adherence to contract requirements and completion of work)*

(*Contracts which do not include each of these requirements will be returned to the respective Office without action.*)

2. PAYMENT TERMS

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of (*position title-do not enter an individual name*). The standard Louisiana Department of Education Professional Service Billing Form must be used by the Contractor for invoicing purpose.

Contracts where services are completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:

(*Include payment terms here.*)

3. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____ (*or Social Security No.*) _____.

4. TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. State has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

5. TERMINATION FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 thru 1526.

7. OWNERSHIP

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (BESE) may approve a contractor's request to retain equipment purchased with 8(g) funds based on the contractor's assurance that the equipment will be used for educational enhancement.

8. ASSIGNMENT OF CONTRACT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9. AUDITORS

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing state or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education Internal Audit section.

10. TERM OF CONTRACT

This contract shall begin on beginning date and shall terminate on ending date. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than five (5) years.

11. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This contract is not effective until approved by the Department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

12. DISCRIMINATION CLAUSE

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

13. REPORTING INCOME TO STATE-FUNDED RETIREMENT SYSTEMS

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. COMPLIANCE STATEMENT

The State's designated contract monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and state laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

15. DEBARMENT AND SUSPENSION CLAUSE

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any federal or state program.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor' where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

17. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

18. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

19. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of

Governmental Ethics arise at any time during the term of this contract.

20. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

21. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22. ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of date.

State Agency Signatures:

Assistant Superintendent

Deputy Superintendent for
Management and Finance

Deputy Superintendent of Education

Superintendent of Education

President, State Board of
Elementary and Secondary Education

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Tax I.D. # _____

Telephone: _(_____)_____

ATTACHMENT V

COST PRICING SHEET

Qty	Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
1	District Licensing – One Time Cost					
	• List each component included in the district license along with its associated cost					
22	School Licensing – One Time Cost					
	• List each component included in the school license along with its associated cost					
1	Training (provide details such as number of hours, type of training, levels of training, etc.)					
1	Technical Support (provide details such as number of hours, type of support, levels of support, etc.)					
1	Implementation Costs (Include all cost details such as operating systems, database software, server set-up, installation, etc.)					
1	Data Conversion & Modifications (include all cost details such as data extraction, data validation, data imports, software modifications, etc.)					
1	District Licensing – Annual Maintenance					
	• List each component included in the district annual maintenance along with its associated cost					
22	School Licensing – Annual Maintenance					
	• List each component included in the school's annual maintenance along with its associated cost					
TOTAL						
GRAND TOTAL						